

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**
Daniel Moynihan United States Courthouse
500 Pearl Street
New York, NY 10007-1312

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Ilya MANYK,

Plaintiff,

Docket No. 07-6260 (GEL)

-against-

**ILYA MANYK's RULE 26(a)(1)
INITIAL DISCLOSURES**

WESTERN UNION COMPANY FINANCIAL
CO. and UKRAINIAN FINANCIAL GROUP,

Defendants
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Plaintiff, Ilya Manyk, by and through his undersigned attorney, makes the following initial disclosures pursuant to Fed. R. Civ. P. 26(a)(1):

I. Persons Likely To Have Discoverable Information That Ilya Manyk May Use To Support His Claims:

The below Rule 26(a)(1)(A) disclosures are based upon information presently known to Plaintiff, Mr. Ilya Manyk, and his attorney. As discovery in this matter is still ongoing, Plaintiff reserves the right to further supplement or amend the above disclosures pursuant to Fed. R. Civ. P. 26(e)(1).

Name/Title	Contact Information	Subject of Information
R.R. Antoniv, Attending Physician	Ukraine Public Utility Service City Clinic Hospital No. 10'61 Malinovskogo St. Odessa, Ukraine	Treated Plaintiff from July 13, 2005 until July 27, 2005 for medical problems associated with injuries sustained in July of 2004.
Nataliya S. Boginskaya	7 Geroev Pogranichnikov Street Apt. 65 Odessa City, Ukraine	Witnessed Plaintiff being forced from the premises.

Alena B. Chaikovskaya	33 Dvoryanskaya Street Apt. 21 Odessa City, Ukraine	Witnessed Plaintiff being forced from the premises.
Alexander A. Chehovskiy, Director	Ukrainian Financial Group 23 Armeiskaya Street Odessa, Ukraine Phone: +38 048 785 84 18	Incident that occurred in July of 2004 when Plaintiff attempted to receive the funds from the money order.
O. V. Grazhdan, Chairman of the Board of Directors	SocCom Bank 7 Zankovetska Street Odessa City, Ukraine	Relationship between Ukrainian Financial Group and Western Union.
Olga Illinskaya	75, Second Block, Koroleva Street Apt. 106 Odessa, Ukraine Phone: +38 067 784 16 03	Incident that occurred in July of 2004 when Plaintiff attempted to receive the funds from the money order.
Nataliya Kharitonchuk, Attending Physician	Odessa Regional Psychoneurological Dispensary Aftercare Patient facility 25-b Kanatna Street Odessa City, Ukraine 220-896	Provided medical treatment to Plaintiff from August 19, 2004 until September 1, 2004.
V.M. Khodos, Head of Department	Ukraine Public Utility Service City Clinic Hospital No. 10 61 Malinovskogo St. Odessa, Ukraine	Treated Plaintiff from July 13, 2005 until July 27, 2005 for medical problems associated with injuries sustained in July of 2004.
Yuriy Sergeevich	Limited Liability Company "Odessa Distillery" 82 Kanatna Street Apt. 9A Odessa City, Ukraine	Business interest Plaintiff held and lost.
Yevgeniy A. Shahkov	146/2 Lustdorfskaya Doroga Apt. 168 Odessa City, Ukraine	Witnessed Plaintiff being forced from the premises.
Yu. S. Shelamov, Commerical Director	Limited Liability Company "Odessa Distillery" 82 Kanatna Street Apt. 9A Odessa City, Ukraine	Business interest Plaintiff held and lost.
Ilya Manyk	77 Marshala Zhukova Apt. 94 Odessa City, Ukraine	Plaintiff
Yu M. Topchiy, Deputy	Odessa City Primorsky District	Investigated Plaintiff's

Manyk v. Western Union Financial Co., et. al. 2

Docket No.: 07-6260 (GEL)

Initial Disclosures

Head	Department of Internal Affairs 42 Gretska Street Odessa City, Ukraine 65026	claim of misconduct of agents of Western Union.
Kateryna A. Trikolenko	77b Marshala Zhukova Avenue Apt. 94 Odessa City, Ukraine Phone: 47-86-08	Business interest Plaintiff held and lost.
A. E. Volochshuk, Chief Physician	Odessa Regional Psychoneurological Dispensary Aftercare Patient facility 25-b Kanatna Street Odessa City, Ukraine 220-896	Medical treatment Plaintiff received.
V. I. Yanchukov, Deputy Head of the Administration	National Bank of Ukraine Administration in Odessa Region 8 Risheliyevska Street Odessa City, Ukraine (0482) 25-29-64	Investigated Plaintiff's request as to why there was a problem with the money order transmission.
Elena Yashnik	Olzhevicha 29-14 Reiv 1 Odessa, Ukraine Phone: +38 044-4444142	Sent Plaintiff the Money Order which led to the incidents in the Complaint.

II. Documents in the Possession, Custody, or Control of Western Union That Plaintiff May Use To Support His Claims.

Pursuant to Fed. R. Civ. P. 26(a)(1)(B), Plaintiff, Mr. Ilya Manyk, is reviewing his records to determine what documents are in his possession, custody, or control that are relevant to his claims in this matter. Plaintiff, Mr. Ilya Manyk, reserves the right to further supplement and/or amend this response as appropriate as investigation and discovery in this matter progress further. These disclosures do not include documents, data compilations, and tangible things in possession, custody, or control of Plaintiff, Mr. Ilya Manyk, that may be used for the purpose of impeachment or rebuttal.

Description of Documents	Location
Photographs of the location where the incident occurred.	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Statement of Nataliya S. Boginskaya dated August 10, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006

Statement of Alena B. Chaikovskaya dated August 10, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Statement of Yevgeniy A. Shahkov dated August 10, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Discharge Record from Ukraine Public Utility Service City Clinic Hospital No. 10 regarding treatment from July 13, 2005 to July 27, 2005	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Medical Certificate issued by Odessa Regional Psychoneurological Dispensary Aftercare Patient Facility dated September 1, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Customer Copy of Money Order Transaction dated July 22, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Customer Copy of Money Order Record dated July 23, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from Odessa City Primorsky District Department of Internal Affairs regarding Plaintiff's application concerning misconduct dated September 19, 2005	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from Odessa City Primorsky District Department of Internal Affairs regarding Plaintiff's application concerning incident that took place on July 22, 2004 upon the premises of Western Union dated September 30, 2005	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from National bank of Ukraine Administration Odessa Region dated November 8, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Application addressed to Odessa City Primorsky District Department of Internal Affairs dated July 27, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from SocCom Bank signed by O.V. Grazhdan, Chairman of the Board of Directors dated August 10, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from V. I. Yanchukov dated August 27, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from A.S. Chekhovsky, Head of Ukrainian Financial Group Banking Affiliate in Odessa City dated July 30, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from Ilya Manyk to Odessa Primorsky	The Law Office of Alexander J. Segal, PC

Manyk v. Western Union Financial Co., et. al. 4

Docket No.: 07-6260 (GEL)

Initial Disclosures

District Depart of Internal Affairs dated August 9, 2004	111 Broadway, Suite 1306 New York, NY 10006
Letter from Limited Liability Company "Odessa Distillery" dated December 1, 2003	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from Limited Liability Company "Odessa Distillery" dated December 23, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from Ilya Manyk to Limited Liability Company "Odessa Distillery" dated September 1, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from Ilya Manyk to Limited Liability Company "Odessa Distillery" dated September 6, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from Ilya Manyk to Limited Liability Company "Odessa Distillery" dated September 7, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from Ilya Manyk to Limited Liability Company "Odessa Distillery" dated December 18, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Letter from Limited Liability Company "Odessa Distillery" to Odessa Regional Psychoneurolgic Dispensary dated December 24, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Notification from Pension Fund of Ukraine, Odessa City, Kievsky District Administration dated April 7, 2003	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Certificate of Identification Number Assignment dated February 6, 2002	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Judgment of the Court in the Name of Ukraine dated September 15, 2005	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Petition on Joint Activity Agreement Dissolution and Recognition of Right of Ownership dated August 12, 2005	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Statement of Defense With Regard to Agreement Dissolution and Recognition of the Right of Ownership dated September 13, 2005	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Joint Activity Agreement No. 1K1 dated December 10, 2000	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Property Delivery-Acceptance Certificate Drawn Up By Party 1 and Party 2 Under Clause 6.1 of the Agreement No. 1K1 dated	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006

December 12, 2000	
Property Delivery-Acceptance Certificate Drawn Up By Party 1 and Party 2 Under Clause 6.2 of the Agreement No. 1K1 dated December 7, 2001	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Property and Assets Balance of the Parties to the Agreement No. 1K1 As Of December 7, 2001	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Property and Assets Balance of the Parties to the Agreement No. 1K1 As Of December 7, 2002	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Property and Assets Balance of the Parties to the Agreement No. 1K1 As Of December 22, 2004	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Property and Assets Balance of the Parties to the Agreement No. 1K1 As Of June 10, 2005	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Total Balance of Property Owned By the Parties to the Agreement No. 1K1 as of June 10, 2005	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Email correspondence from Elena regarding the money order	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006
Medical Certificate issued by the Self Supporting Consultative Polyclinic dated November 4, 2005	The Law Office of Alexander J. Segal, PC 111 Broadway, Suite 1306 New York, NY 10006

III. A Computation of Any Category of Damages Claimed by Plaintiff, Ilya Manyk, Including Materials Bearing on the Nature and Extent of Injuries Suffered:

Plaintiff, Mr. Ilya Manyk, reserves the right to further supplement and/or amend this response as appropriate as investigation and discovery in this matter progress further. Plaintiff seeks recovery for the damages as follows:

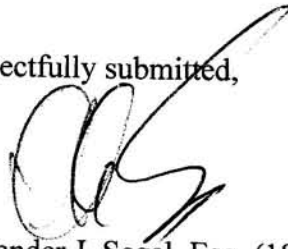
- a. Ten thousand dollars (\$10,000) for the medical expenses incurred by Plaintiffs as a direct result of Defendants' actions;
- b. Thirty million dollars (\$30,000,000.00) for indemnification of damages sustained by Plaintiff as the result of his loss of ability to perform under Agreement No. 1.K.1, which he could not perform as a

direct consequence of the physical injuries he sustained as a direct result of Defendants' actions;

- c. Twenty million dollars (\$20,000,000.00) for indemnification of damages sustained by Plaintiff as the result of his loss of ability to perform pursuant to the terms of the Contract entered into by Plaintiff and Odessa Distillery;
- d. Reasonable damages for pain and suffering as this Honorable Court sees fit to grant;
- e. Punitive damages as this Honorable Court sees fit to grant; and
- f. Reimbursement of all costs, including attorney's fees, of this cause of action.

Dated: April 23, 2008

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'AS' with a long, sweeping flourish extending upwards and to the right.

Alexander J. Segal, Esq. (1892)
The Law Offices of Grinberg & Segal, P.L.L.C.
111 Broadway, Suite 1306
New York, NY 10006
(212) 202-0342
Attorney for Plaintiff